CITY OF WEST HOLLYWOOD

AMENDMENT No. 04 AGREEMENT FOR SERVICES

This Amendment No. 04 ("Fourth Amendment"), is made on this 1st day of October, 2020, by and between the CITY OF WEST HOLLYWOOD, a municipal corporation with its principal place of business at 8300 Santa Monica Boulevard, West Hollywood, California 90069 (referred to herein as "CITY") and Bet Tzedek Legal Services, 3250 Wilshire Blvd., 13th Fl., Los Angeles, CA 90010-1509 (hereinafter referred to as the "CONTRACTOR").

R E C I T A L S

A. CITY and CONTRACTOR entered into an Agreement for Services dated October 1, 2019 (the “Agreement”) wherein CONTRACTOR agreed to provide general legal services included in the West Hollywood Project to West Hollywood community members.

B. On March 16, 2020 due to the increase of reported cases associated with COVID-19, the City Council of the City of West Hollywood adopted a Resolution proclaiming the existence of a local emergency. The resolution acknowledged the importance of the City’s ability to mobilize local resources, coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future reimbursement by the state and federal governments.

C. This Amendment No. 4 shall amend the original Agreement #009579 dated October 1, 2019, between the CITY and CONTRACTOR and the prior Amendment No. 1 dated October 21, 2019, and the prior Amendment No. 2 dated June 1, 2020 and the prior Amendment 3, dated October 1, 2020 (hereinafter referred to as the "AGREEMENTS").

D. CITY and CONTRACTOR desire to add Exhibit F to the AGREEMENTS, which defines Federal contract provisions.

E. CITY and CONTRACTOR desire to amend the Agreement to increase the “not-to-exceed” amount of $376,253 by an additional $82,114 for a total of $458,367 to cover the costs of providing additional eviction defense legal services.

F. CITY and CONTRACTOR desire to amend the AGREEMENTS Exhibit B, Budget, to account for the additional emergency funds to be used to provide additional Eviction Prevention and Eviction Defense legal assistance for community members facing eviction or at-risk of eviction during the COVID-19 Public Health Crisis.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth below, the CITY and CONTRACTOR agree as follows:

1. Amend Section 5, COMPENSATION, METHOD OF PAYMENT, AND QUARTERLY REPORT, to read as follows:

   City will pay CONTRACTOR an amount of money not to exceed the sum of $458,367
CITY OF WEST HOLLYWOOD
AMENDMENT No. 02 TO AGREEMENT FOR SERVICES

(Four hundred fifty-eight thousand, three hundred sixty seven dollars) which shall constitute full and complete compensation to the CONTRACTOR for the performance of services. Said sum shall be paid for full performance of those services described by Exhibit A (Scope of Services) to this Contract and may be adjusted for unsatisfactory performance of those services described by Exhibit A (Scope of Services) to this Contract.

2. Add Section 39, FEDERAL REQUIREMENTS SECTION, to read as follows:

FEMA financial assistance will be used to fund all or a portion of this contract. The CONTRACTOR shall comply with all federal requirements including, but not limited to, the following:


Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the contract, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions.

With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

3. Replace Exhibit B in its entirety with the attached Exhibit B defining the program’s Budget.
Except as herein amended, in all other respects the Agreement is reaffirmed and is in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 1st day of October, 2020.

CONTRACTOR: Bet Tzedek Legal Services

Diego Cartagena, Executive Director

CITY OF WEST HOLLYWOOD:

Corri Planck, Acting HSRS Director

Paul Arevalo, City Manager

ATTEST:

Yvonne Quarker, City Clerk
EXHIBIT F

FEDERAL CONTRACT PROVISIONS

During the performance of this contract, CONTRACTOR shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit. In this Exhibit, the term “CITY” shall mean the local agency entering into this contract with the CONTRACTOR.

1. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)

   (A) CONTRACTOR shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

   (B) Affirmative steps shall include:

      (i) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

      (ii) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;

      (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women’s business enterprises;

      (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women’s business enterprises; and

      (v) Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

CONTRACTOR shall submit evidence of compliance with the foregoing affirmative steps when requested by the CITY.

Notwithstanding the foregoing, the affirmative steps requirements detailed above do not apply in the case of a noncompetitive procurement made under the emergency exception/exigency exception to competitive procurements.

2. COST PRINCIPLES (2 C.F.R. PART 200, SUBPART E)

   (A) If any indirect costs will be charged to the CITY under this contract, such costs must conform to the cost principles set forth under the Uniform Rules at 2 C.F.R. Part 200, subpart E ("Cost Principles"). In general, costs must (i) be necessary and reasonable; (ii) allocable to the grant award; (iii) conform to any limitations or exclusions set forth in the Cost Principles; (iv) be adequately documented; and (v) be determined in accordance with generally accepted accounting principles ("GAAP"), except, for state and local governments and Indian tribes only, as
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otherwise provided for in 2 C.F.R. Part 200, subpart E. 2 C.F.R. § 200.403. Costs that are determined unallowable pursuant to a federal audit are subject to repayment by CONTRACTOR.

3. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

(A) CONTRACTOR shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, CITY, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the CONTRACTOR's personnel for the purpose of interview and discussion related to the books and records.

(B) The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(C) The CONTRACTOR agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

(A) Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. If the contract is in excess of $10,000 and the contract does not include provisions for both termination for cause and termination for convenience by the CITY, including the manner by which it will be effected and the basis for settlement, then the following termination clauses shall apply. If the contract is for more than the simplified acquisition threshold (see 2 C.F.R. § 200.88) at the time the contract is executed and does not provide for administrative, contractual, or legal remedies in instances where Contractor violates or breaches the terms of the contract, then the following termination clauses shall apply and have precedence over the contract. Otherwise, the following termination clauses shall not be applicable to the contract.

(i) Termination for Convenience. The CITY may, by written notice to CONTRACTOR, terminate this contract for convenience, in whole or in part, at any time by giving written notice to CONTRACTOR of such termination, and specifying the effective date thereof (“Notice of Termination for Convenience”). If the termination is for the convenience of the CITY, the CITY shall compensate CONTRACTOR for work or materials fully and adequately provided through the effective date of termination. No amount shall be paid for unperformed work or materials not provided, including anticipated profit. CONTRACTOR shall provide documentation deemed adequate by the CITY to show the work actually completed or materials provided by CONTRACTOR prior to the effective date of termination. This contract shall terminate on the effective date of the Notice of Termination.
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(ii) Termination for Cause. If CONTRACTOR fails to perform pursuant to the terms of this contract, the CITY shall provide written notice to CONTRACTOR specifying the default ("Notice of Default"). If CONTRACTOR does not cure such default within ten (10) calendar days of receipt of Notice of Default, the CITY may terminate this contract for cause. If CONTRACTOR fails to cure a default as set forth above, the CITY may, by written notice to CONTRACTOR, terminate this contract for cause, in whole or in part, and specifying the effective date thereof ("Notice of Termination for Cause"). If the termination is for cause, CONTRACTOR shall be compensated for that portion of the work or materials provided which has been fully and adequately completed and accepted by the CITY as of the date the CITY provides the Notice of Termination. In such case, the CITY shall have the right to take whatever steps it deems necessary to complete the project and correct CONTRACTOR's deficiencies and charge the cost thereof to CONTRACTOR, who shall be liable for the full cost of the CITY's corrective action, including reasonable overhead, profit and attorneys' fees.

(iii) Reimbursement; Damages. The CITY shall be entitled to reimbursement for any compensation paid in excess of work rendered or materials provided and shall be entitled to withhold compensation for defective work or other damages caused by CONTRACTOR's performance of the work.

(iv) Additional Termination Provisions. Upon receipt of a Notice of Termination, either for cause or for convenience, CONTRACTOR shall promptly discontinue the work unless the Notice directs to the contrary. CONTRACTOR shall deliver to the CITY and transfer title (if necessary) to all provided materials and completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this contract. CONTRACTOR acknowledges the CITY's right to terminate this contract with or without cause as provided in this Section, and hereby waives any and all claims for damages that might arise from the CITY's termination of this contract. The CITY shall not be liable for any costs other than the charges or portions thereof which are specified herein. CONTRACTOR shall not be entitled to payment for unperformed work or materials not provided, and shall not be entitled to damages or compensation for termination of work or supply of materials. If CITY terminates this contract for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience. In such event, CONTRACTOR shall be entitled to receive only the amounts payable under this Section, and CONTRACTOR specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits. The rights and remedies of the CITY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

(B) Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, CONTRACTOR shall comply with
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the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

(i) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this nondiscrimination clause.

(ii) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.

(iii) CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.

(iv) CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules,
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regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) CONTRACTOR will include the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or CONTRACTOR. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or CONTRACTOR as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

(C) Appendix II to Part 200 (D) – Davis-Bacon Act; Copeland Act: Not applicable to this contract.

(D) Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

(i) If this contract is in excess of $100,000 and involves the employment of mechanics or laborers, CONTRACTOR shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
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(ii) No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(iii) In the event of any violation of the clause set forth in paragraph (ii) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.

(iv) The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.

(v) The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

(E) Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

(i) If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the CITY.
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(ii) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(iii) This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

(F) Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of $150,000, CONTRACTOR shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

(i) Pursuant to the Clean Air Act, (1) CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000.

(ii) Pursuant to the Federal Water Pollution Control Act, (1) CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000.

(G) Appendix II to Part 200 (H) – Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties
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declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(i) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(ii) CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(iii) This certification is a material representation of fact relied upon by CITY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(iv) CONTRACTOR warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. CONTRACTOR also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. CONTRACTOR further agrees to notify the CITY in writing immediately if CONTRACTOR or its subcontractors are not in compliance during the term of this contract.

(H) Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: If this contract is in excess of $100,000, CONTRACTOR shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the contract term funding exceeds $100,000.00, CONTRACTOR shall file with the CITY the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying.” CONTRACTORS that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(I) Appendix II to Part 200 (J) – Procurement of Recovered Materials:

(i) CONTRACTOR shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in
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guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

(ii) In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price.

(iii) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

5. MISCELLANEOUS PROVISIONS

(A) The CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

(B) This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(C) CONTRACTOR acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this contract.

(D) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the CITY, CONTRACTOR, any subcontractors or any other party pertaining to any matter resulting from the contract.

(E) General and Administrative Expenses And Profit For Time And Materials Contracts/Amendments.

(i) General and administrative expenses shall be negotiated and must conform to the Cost Principles.

(ii) Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the CONTRACTOR, the CONTRACTOR's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
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(iii) Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that CONTRACTOR exceeds at its own risk.
### CITY OF WEST HOLLYWOOD -- DEPARTMENT OF HUMAN SERVICES -- SOCIAL SERVICES DIVISION

**Exhibit A: Scope of Services (October 1 - March 31 2020-21)**

**Agency:** Bet Tzedek  
**Program:** West Hollywood Eviction Defense and Prevention

<table>
<thead>
<tr>
<th>PROJECT OBJECTIVES</th>
<th>NUMERICAL GOALS</th>
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<tr>
<td><strong>Service Categories</strong></td>
<td><strong>Unit of Service</strong></td>
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<td>Eviction Defense and Prevention Clinics</td>
<td># of Clinics Held</td>
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<td></td>
<td># of Consultations scheduled</td>
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<td>Intake – Eviction Defense and Prevention Program</td>
<td>New, Unduplicated Clients</td>
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<tr>
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<td>New, Unduplicated Clients</td>
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<td>Casework Hours</td>
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<tr>
<td>Subcontractor Services</td>
<td>Number of Matters Referred</td>
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**Agency Signature**  
**Title**  
**Date**

**City Approval**  
**Date**